

**AMENDED AND RESTATED BYLAWS OF THE  
COPPERTREE HOMEOWNERS ASSOCIATION INC.**

**BYLAWS TABLE OF CONTENTS**

<u><i>Article</i></u>	<u><i>page</i></u>
I INTRODUCTION	2
II BOARD OF DIRECTORS	2
III OFFICERS	4
IV OPEN MEETINGS	5
V HOMEOWNERS ASSOCIATION MEETINGS	6
VI ENFORCEMENT	7
VII INDEMNIFICATION	8
VIII RECORDS	8
IX MISCELLANEOUS	10
X AMENDMENTS TO BYLAWS	11
XI EXECUTION OF INSTRUMENTS	11

**BYLAWS OF  
COPPERTREE HOMEOWNERS ASSOCIATION INC.**

**ARTICLE I**

**Introduction**

These are the Bylaws of the Coppertree Homeowners Association Inc. (Homeowners Association) in Bloomington, IN. Initial capitalized terms are defined in Article I of the Declaration. The Homeowners Association is formed under the provisions of the Indiana Not-For-Profit Corporation Act to serve as the means through which the owners of homes in Coppertree may express their opinions and wishes and act with regard to the administration, management and operation of the Corporation.

**ARTICLE II**

**Board of Directors**

**Section 2.1 - Number and Qualification.**

- a) The affairs of the Community and the Homeowners Association shall be governed by a seven-member Board of Directors who shall be Lot Owners. In the unlikely event that seven people are not available to serve in this role, five will suffice.
- b) Board members shall be elected for a three-year term. Board members may not serve more than two consecutive terms unless the minimum number of board members is unable to be nominated or elected.
- c) To reduce the number of Directors who finish their terms at the same time, the Board, if unanimous, may one-time extend or reduce by one year the term of a Director.
- d) The Board shall elect the Officers from among their members. Directors and Officers shall take office once elected.

**Section 2.2 - Powers and Duties.** The Board may act in all instances on behalf of the Homeowners Association except as provided in the Declaration and these Bylaws. The Board shall have, subject to the limitations cited, the powers and duties to administer Homeowners Association affairs that shall include but not be limited to the following:

- a) Recommend changes to the Declaration, and these Bylaws, to be approved by the Lot Owners.
- b) Determine and publish Rules for the Community.
- c) Propose and recommend budgets for revenues, expenditures, and reserves as approved by vote of the Lot Owners.
- d) Levy and collect assessments from Lot Owners and use income to exercise its powers and duties.
- e) Hire and discharge a Manager and other employees.
- f) Regulate the use, maintenance, repair, improvement, replacement, and modification of Common Areas.

- g) Make contracts and incur liabilities.
- h) Impose and receive payment, fees for use or rental of Common Areas, late payment of assessments, and levy fines for violations of the Declaration, Bylaws and Rules of the Homeowners Association.
- i) Accept, at its discretion, a deed from a Lot Owner who wishes to avoid payment of future assessments.
- j) Take possession of any abandoned home to prevent damage to other homes.
- k) Provide for the indemnification of the Homeowners Association's Board including liability insurance.
- l) Institute, defend or intervene in litigation or administrative proceedings or seek injunctive relief for violation of the Homeowners Association's Declaration, Bylaws, or Rules in the Homeowners Association's name on behalf of the Homeowners Association.
- m) Acquire, hold, encumber and convey in the Homeowners Association's name any right title or interest to real property or personal property.
- n) Grant easements for any period of time including permanent easements, and leases, licenses and concessions for no more than one year, through or over the Common Area.
- o) Assign the Homeowners Association's right to future income, including the right to receive Common Expense assessments.
- p) By resolution, establish committees of Lot Owners to perform designated duties. Committees must report recommended actions to the Board for approval. The Board will then report approved actions to all Lot Owners.
- q) Enforce by legal means all the provisions of these Bylaws, the Declaration, and the Rules.
- r) Exercise such other powers as may be exercised in the State of Indiana by a legal entity of the same type as this Homeowners Association.

**Section 2.3 - Standard of Care.** In the performance of their duties, the Officers and Directors are required to exercise the care required of fiduciaries of the Lot Owners.

**Section 2.4 - Nominations and Elections.**

At least two months preceding each annual meeting, the President shall appoint a nominating chair or committee of at least three Lot Owners. The Committee shall then nominate a person or persons to be elected members of the Board. The Committee shall report its nominees to the Homeowners Association members by notice sent by regular United States mail, personal delivery, or electronic means at least thirty-five (35) days prior to the annual meeting.

- a) Any Lot Owner in good standing may nominate additional candidates for the Board (with their permission) by presenting the nominations to the chairperson of the Nominating Committee or the Secretary of the Homeowners Association, at least thirty (30) days before the annual meeting. At least twenty-five (25) days before the annual meeting, a typed or printed ballot containing the names of all candidates nominated for the Board shall be prepared by the Nominating Committee and mailed to each Lot Owner eligible to vote.
- b) The candidates receiving the most votes shall be declared elected. In case of a tie, a second ballot shall be held.
- c) Lot Owners more than 60 days in arrears in the payment of assessments shall not be eligible to vote.
- d) In the event of a vacancy on the Board due to death, resignation or removal, the remaining Directors shall elect a successor Director to fill the vacancy of the unexpired term of the Director being replaced.



## **Section 2.5 - Removal and Resignation**

- a) A member of the Board may be discharged for cause if their actions or behavior are deemed detrimental to the best interests of the community or if they fail to fulfill their duties and responsibilities as outlined in these Bylaws. Causes for discharge may include, but are not limited to, misconduct, unethical behavior, conflict of interest, failure to attend meetings without valid reason, neglect of fiduciary duties, or violation of the governing documents. The decision to discharge a Board member for cause shall require a majority vote of the remaining Board members following a fair and impartial review process.
- b) Directors may also be removed by a vote of at least two thirds (2/3) of the Lot Owners. A special meeting must be called for that purpose and proxy votes are prohibited.
- c) A Director may not be removed unless he/she has first received at least ten (10) days' notice in writing of any meeting of the Board or the Lot Owners at which his/her removal may be considered.
- d) A Director may be removed after three (3) or more consecutive unexcused absences at Board meetings.
- e) A Director may resign at any time by giving written notice to the President or the Secretary. The resignation shall not relieve the resigning Director from their liability by reason of malfeasance or negligence.

**Section 2.6 Quorum of Board.** At all meetings of the Board, a majority of the Directors shall constitute a quorum to transact the business of the Homeowners Association. A Board member can use the ability to participate and vote in a Board meeting remotely via electronic means.

**Section 2.7 - Compensation.** Board members may be reimbursed for actual out-of-pocket expenses incurred in connection with duties performed, with Board approval. No other compensation will be paid to any board member for their service in this role.

## **ARTICLE III: OFFICERS**

**Section 3.1 - Elections.** Prior to the first meeting of the Board, there shall be elected a President, Vice-President, Secretary, and Treasurer. These officers shall serve for a term of one (1) year. Only members of the Board shall be eligible for election as officers.

**Section 3.2 – President.** The President shall be the chief executive officer of the Homeowners Association and shall have all of the powers and duties usually vested in a president of a corporation, including the power to appoint committees with the approval of the Board, as is deemed appropriate. The President shall preside over all meetings of the Board and Lot Owners and shall be responsible for implementing all orders and resolutions of the Board.

**Section 3.3 – Vice-President.** The Vice-President shall perform all duties as shall be delegated to them by the President. In the absence or disability of the President, the Vice-President shall exercise the powers and perform the duties of the President.

**Section 3.4 – Secretary.** The Secretary shall keep minutes for the purpose of recording all the resolutions of the Board and Lot Owners, and will be responsible, along with the Manager, for communication to the Lot Owners. Other responsibilities of the Secretary may be delegated to the Manager. These include

providing all applicable notices to Lot Owners and Directors; preparing and having available at each annual meeting of the Lot Owners a list in alphabetical order of the names of Lot Owners entitled to vote at that meeting; and performing all other duties incidental to the office of the Secretary of the Homeowners Association and as directed by the President of the Board.

**Section 3.5 – Treasurer.** The Treasurer shall present a report at the annual meeting of the Lot Owners. The Treasurer and the President shall, as prescribed by the Board, report to the Lot Owners from time to time on the operation of the Homeowners Association, the payment of common expenses, and the determination and collection of the common charges. Other responsibilities of the Treasurer may be delegated to the Manager. These include: keeping the financial records and books of account of the Homeowners Association and retaining custody of all the Homeowners Association property, including all funds, securities, and evidence of indebtedness; keeping assessment rolls and accounts of the Lot Owners; performing all other duties incident to a treasurer of a corporation and as directed by the President of the Board; and depositing all monies and other valuables in the name and to the credit of the Homeowners Association in the depositories designated by the Board.

**Section 3.6 – Removal, Resignation and Vacancies.** Officers shall resign and be removed in the same manner as prescribed for Directors in Article II, Section 2.5 of these Bylaws. A vacancy in any office shall be filled for the unexpired term by the Board.

#### **ARTICLE IV: MEETINGS**

**Section 4.1 - Regular and Special Meetings of the Board.** The Board shall set a schedule of three (3) meetings (approximately one per quarter) and one annual meeting by resolution and no further notice is necessary to constitute such regular meetings. Special meetings of the Board may be called by the President or by a majority of the Board members on a least three (3) days' notice to each Board member. Notice shall be posted for Lot Owners.

**Section 4.2 - Location of Meetings.** All meetings of the Board shall be held within Monroe County, IN.

**Section 4.3 – Access.** All meetings of the Board, at which action is to be taken by vote will be open to the Lot Owners, except as hereafter provided.

**Section 4.4 – Notice.** Notice to Lot Owners of meetings will be given not less than ten (10) days prior to the time set for such meeting, by posting such notice via email or in a conspicuous location in the Community, except that such notice will not be required if an emergency situation requires that the meeting be held without delay.

**Section 4.5 - Executive Sessions.** In conjunction with applicable Indiana law, meetings of the Board may be held in executive session, without giving notice and without the requirement that they be open to Lot Owners, in either of the following situations only:

- a) No action is taken at the executive session requiring the affirmative vote of Directors.
- b) The action taken at the executive session involves personnel, pending litigation, contract negotiations, enforcement actions, or matter involving the invasion of privacy of individual Lot Owners, or matters which are to remain confidential by request of the affected parties and agreement of the Board.



## **ARTICLE V: HOMEOWNERS ASSOCIATION MEETINGS**

**Section 5.1 - Annual Meeting.** The annual meeting of Lot Owners shall be held within the last quarter of the fiscal year at a time and place set by the Board. At such meeting, Directors shall be elected by ballot of Lot Owners, in accordance with Article II Sections 2.1 and 2.4 of these Bylaws. Lot Owners may transact other business at such meetings as may properly come before them.

**Section 5.2 - Budget Meeting.** Meeting of Lot Owners to present the budgets shall be called in accordance with Article XIII of the Declaration. The budget may be presented at Annual or Special Meetings called for other purposes as well and shall comply with applicable Indiana law.

**Section 5.3 - Special Meetings.** Special meetings of the Homeowners Association may be called by the President, by a majority of the members of the Board, or by Lot Owners comprising twenty percent (20%) of the votes in the Homeowners Association. Special Meetings will be managed in compliance with applicable Indiana law.

**Section 5.4 - Place of Meetings.** Meetings of the Lot Owners shall be held at a convenient location within Monroe County, IN as designated by the Board or the President.

**Section 5.5 - Notice of Meetings.** The Secretary shall cause notice to be by electronic means or hand delivered or delivered by United States mail to each Lot Owner. Notice shall be delivered no less than thirty (30) days and no more than sixty (60) days in advance of a meeting. No action shall be adopted at any special meeting except as stated in the notice.

**Section 5.6 - Waiver of Notice.** Any Lot Owner may, at any time, waive notice of any meeting of the Lot Owners in writing, and such waiver shall be deemed equivalent to the receipt of such notice.

**Section 5.7 - Adjournment of Meeting.** At any meeting of Lot Owners, a majority of the Lot Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to another time.

**Section 5.8 - Order of Business.** Meetings shall be conducted according to Robert's Rules of Order. Any regular Homeowners Association meeting can follow the order of business as determined by the President. However, the order of Business at the Annual meeting of the Lot Owners shall be as follows:

- a) Calling of the roll and certifying of proxies.
- b) Proof of notice of the meeting or certificates as to waivers.
- c) Reading and disposing of unapproved minutes.
- d) Report of the Officers of the Homeowners Association.
- e) Reports of the Board of Directors of the Homeowners Association.
- f) Reports of committees.
- g) Election and appointment of inspectors for the election.
- h) Election of persons to fill vacancies on the Board of Directors of the Homeowners Association.
- i) Approve annual budget.
- j) Unfinished business.
- k) New business.

- l) Invitation for Lot Owners to stay and observe election of officers for Board transition.
- m) Adjournment

#### **Section 5.9 - Voting.**

- a) There shall be only one vote per Lot. Multiple owners of a Lot shall designate one person to vote at each meeting.
- b) Votes allocated to a Lot may be cast under a proxy duly executed by a Lot Owner. A Lot Owner may revoke a proxy given under this section by notifying the Secretary or presiding officer that he/she is present and retrieving the proxy.
- c) Votes allocated to a Lot owned by the Homeowners Association may not be cast.

**Section 5.10 - Quorum.** For annual Lot Owners' meetings, or other meetings requiring a vote by Lot Owners, a quorum requires fifty-one percent (51%) of all Lot Owners.

**Section 5.11 - Majority Vote.** The vote of a majority of the Lot Owners present in person or by proxy at a meeting at which a quorum is present shall be binding upon all Lot Owners for all purposes except where a higher percentage vote is required in the Declaration, or these Bylaws.

### **ARTICLE VI: ENFORCEMENT**

**Section 6.1 - Abatement and Enjoinment of Violations by Lot Owners.** The violation of any Governing Documents of the Rules adopted by the Board, or the breach of any provision of the Governing Documents shall give the Board the right, in addition to any other rights set forth in these Bylaws:

- a) to enter the dwelling in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Lot Owner, any structure, thing or condition (except for additions or alterations of a permanent nature that may exist therein) that is existing and creating a danger to the Common Area contrary to the intent and meaning of the provisions of the Governing Documents, and the Board shall not thereby be deemed liable for any manner of trespass; or
- b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

**Section 6.2 - Fine for Violation.** By resolution, the Board may levy a fine of up to Twenty-Five dollars (\$25.00) per day for each day that a violation of the Governing Documents or Rules persists, but such amount shall not exceed that amount necessary to ensure compliance with the Rule or order of the Board. If fines are not paid, and legal action must be taken, the Lot Owner in violation will be responsible for any legal fees incurred by the Homeowners Association.

**Section 6.3 - Late Fees.** The regular monthly fee payment is due on the first day of each month and considered late if not paid by the fifth day of the month. Special assessments, insurance premiums, and other fees are due when noted. Each month a Lot Owner will be charged a late fee for unpaid fees. Partial payments by a Lot Owner will be first applied to the oldest late payments and oldest late fees. Late fees may be waived by the Board upon appeal.

**Section 6.4 – Lien.** The following is the procedure when a lien is recorded on a Lot: Under State of Indiana law, Homeowner Associations have the authority to levy fees and to collect when they become delinquent.



As a last resort, the Homeowners Association may record a lien against a Lot. A letter shall be sent by the Manager to the delinquent Lot Owner containing the history of the delinquency and a timeline for making full payment. Each delinquency shall be considered on an individual basis. The Board may employ assistance in deciding whether to record a lien.

## **ARTICLE VII: INDEMNIFICATION**

The Directors and Officers of the Homeowners Association shall be entitled to indemnification, as provided under the Indiana Not-for-Profit Corporation Act of 1971, as amended, or superseded, the provisions of which are hereby incorporated by reference and made a part hereof.

## **ARTICLE VIII: RECORDS**

**Section 8.1 - Records.** The Homeowners Association shall maintain financial records.

**Section 8.2 - Examination.** Records maintained by the Homeowners Association or by the Manager shall be available for examination and copying, subject to limitations in accordance with applicable Indiana law by any Lot Owner, by any holder of a Security Interest in a Lot, or by any of their duly authorized agents or attorneys, at the expense of the person requesting the records, during normal business hours and after reasonable notice.

**Section 8.3 - Records.** The Homeowners Association shall keep the following records:

- a) An account for each Lot which shall designate the name and address of each Lot Owner, the name and address of each mortgagee that has given notice to the Homeowners Association that it holds a Lot mortgage, the amount of each Common Expense assessment due date, amounts paid and the balance due.
- b) An account for each Lot Owner showing other fees payable by the Lot Owner.
- c) A record of all capital expenditures approved by the Board.
- d) A record of the amount and an accurate account of the current balance of any reserves for capital expenditures, replacement, and emergency repairs, together with the amount of those portions of reserves designated by the Homeowners Association for a specific project.
- e) The most recently regularly prepared balance sheet and income and expense statement, if any, of the Homeowners Association.
- f) The current operating budget.
- g) A record of any unsatisfied judgments against the Homeowners Association and the existence of any pending suits in which the Homeowners Association is a defendant.
- h) A record of insurance coverage provided for the benefit of Lot Owners and the Homeowners Association.
- i) A record of any alterations or improvements to Lots for Limited Common Area which violate any provisions of the Declaration of which the Board has knowledge.
- j) A record of any violations, with respect to any portion of the Community, of health, safety, fire or building codes or laws, ordinances, or regulations of which the Board has knowledge.
- k) A record of the actual cost of the maintenance of the Common Area.
- l) Such balance sheets and other records required by applicable Indiana law.
- m) Tax returns for State and Federal income taxation.
- n) Minutes of proceedings of Lot Owners, Directors, committees of Directors and waivers of notice.



#### **Section 8.4 Record Retention and Destruction**

The chart below shows the retention period for type of records.

<b>Retention Period</b>	<b>Type of Record</b>
Permanent	Governing Documents, including: <ul style="list-style-type: none"><li>• Declaration of Covenants, Conditions and Restrictions</li><li>• Bylaws</li><li>• Articles of Incorporation and any supplements, modifications or amendments</li><li>• Rules and Regulations and any amendments</li></ul>
Permanent	Homeowners Association Property Records <ul style="list-style-type: none"><li>• Deeds to Property owned by the Homeowners Association</li><li>• Parcel Map [Plats and Easements]</li><li>• Property Appraisals by Outside Appraisers</li></ul>
Permanent	Plans/ Approvals: <ul style="list-style-type: none"><li>• Architectural Plans for the common areas</li></ul>
Permanent	Minutes: <ul style="list-style-type: none"><li>• Board meetings</li><li>• Annual and Special Member Meetings</li><li>• Board Resolutions</li><li>• Committees with decision-making authority</li></ul>

<b>Retention Period</b>	<b>Type of Record</b>
7 Years	Financial Records <ul style="list-style-type: none"><li>• Budgets</li><li>• General ledgers, journals and charts of account</li><li>• Year-end financial statements</li><li>• Accounts payable</li><li>• Accounts receivable ledgers, trial balances and billing records</li><li>• Bank statements</li><li>• Expense analysis and expense distribution schedule</li><li>• Invoices from vendors</li><li>• Deposit slips</li><li>• Reconciliations</li><li>• Petty cash vouchers</li><li>• Purchase orders</li></ul>
7 Years	Reports/ Contracts: <ul style="list-style-type: none"><li>• Expired contracts</li><li>• Internal audit reports</li><li>• External audit reports [CPA]</li><li>• Internal reports</li></ul>
7 Years	Insurance Records <ul style="list-style-type: none"><li>• Expired policies</li><li>• Certificates of insurance</li><li>• Accident reports</li><li>• Settled claims</li></ul>

7 Years	General Correspondence <ul style="list-style-type: none"> <li>• Lot Owner-Homeowners Association Correspondence/ Closed litigation files</li> <li>• Newsletters</li> <li>• Expired warranties</li> <li>• Tax returns</li> <li>• Lot Owner architectural submittals</li> <li>• Lot Owner landscaping submittals</li> <li>• Other records not described</li> </ul>
---------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Retention Period	Type of Record
2 Years	<ul style="list-style-type: none"> <li>• Ballots [stored by Homeowners Association in a secure place for no less than two years after the election]</li> <li>• Survey/ Questionnaires</li> <li>• Emails and written documents about financial items received by Board members or Manager</li> </ul>

**Section 8.5 - Disposal of Files:** The Board will review the retention and destruction of files and approve the disposal of files annually.

**Section 8.6 - Secure Destruction:** Whenever the Manager disposes of records, it will ensure that the records are destroyed, preferably by shredding or incineration. The Homeowners Association/Manager will ensure that records are not thrown into the trash can resulting in potential liability of confidential records.

**Section 8.7 - Litigation Hold:** Records should not be destroyed if the Homeowners Association has notice of, or reasonably believes it will be involved in, a lawsuit.

## ARTICLE IX: MISCELLANEOUS

**Section 9.1 – Legal Notices.** Legal notices to the Homeowners Association shall be delivered to the office of the Manager, or to the Registered Agent of the Homeowners Association. Except as otherwise provided, such notices to any Lot Owner shall be sent to their address as it appears in the records of the Homeowners Association.

**Section 9.2 - Fiscal Year.** The Fiscal Year of the Homeowners Association shall be January 1 through December 31 of a calendar year.

**Section 9.3 - Waiver.** No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of failure to enforce the same, irrespective of the number of violations or breaches which may have occurred.

**Section 9.4 Grievance Resolution.** The provisions of Indiana law shall apply to the Homeowners Association and all Lot Owners.

**Section 9.5 Gender, Singular, Plural.** Whenever the context so permits, the use of the plural shall include the singular, the use of the singular shall include the plural, and any gender shall be deemed to include all genders.

## ARTICLE X: AMENDMENTS TO BYLAWS

The Bylaws may be amended only pursuant to the provisions of Article XI, Section 11.4 of the Declaration.



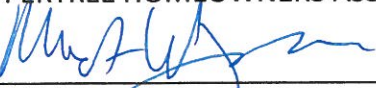
## ARTICLE XI: EXECUTION OF INSTRUMENTS

All instruments of the Corporation must be signed, executed and acknowledged under seal by the officer(s) designated by the Board.

These Bylaws were amended and approved by the Board of Directors on May 12, 2025. The Bylaws were incorporated by the Board of Directors.

IN WITNESS WHEREOF, this Amended and Restated Declaration executed this 23<sup>rd</sup> day of May 2025.

COPPERTREE HOMEOWNERS ASSOCIATION INC.

By:  Mike Wynn, President

 Maureen Biggers Reilly, Secretary